FEDERAL SUPPLY SERVICE AUTHORIZED FEDERAL
SUPPLY SCHEDULE PRICELIST
INFORMATION TECHNOLOGY
GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY SOFTWARE AND SERVICES

SCHEDULE 070   CONTRACT NUMBER: GS-35F-0386K
PERIOD COVERED BY CONTRACT: May 5, 2000 to May 4, 2020
Federal Supply Schedule Contract Option Extension, Mod 30
BUSINESS SIZE: Small Business
Pricelist Current Thru Chg #35, Refresh #35
Effective Date: Feb. 19, 2016
Prices Shown Herein are Net (discount deducted)
General Services Administration Federal Acquisition Service

Special Item No. 132-32 - Term Software License - Subject to Cooperative Purchasing
        FSC/PSC Class   7030   Application Software
Special Item No. 132-40 – Cloud Computing Services
        FSC/PSC Class   D305   Cloud Computing Services
Special Item No. 132-51 - Information Technology Professional Services - Subject to Cooperative Purchasing
        FSC/PSC Code   D399   Information Technology Professional Services

- FSC/PSC Class D302 IT Systems Development Services
- FSC/PSC Class D306   IT Systems Analysis Services
- FSC/PSC Class D307 Automated Information Systems Design and Integration
- FSC/PSC Class D308 Programming Services
- FSC/PSC Class D310 IT Backup and Security Services
- FSC/PSC Class D311 IT Data Conversion Services
- FSC/PSC Class D316 IT Network Management Services

On-line access to contract ordering information, terms and conditions, up-to-date pricing and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address for GSA Advantage! ® is: http://www.gsaadvantage.gov. For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Note 1: All non-professional labor categories must be incidental to and used solely to support software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

Paladin Data Systems Corporation
19362 Powder Hill Pl. NE, Poulsbo, WA 98370
Phone 360-779-2400 Toll Free 800-532-8448 Fax 360-779-2600
www.paladindata.com   contracts@paladindata.com

GSA Contract Holder

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PALADIN DATA SYSTEMS CORPORATION

Paladin Data Systems Corporation (Paladin) has an award-winning portfolio of cloud-based products and services. Founded in 1994, Paladin has acquired business activities in all 50 states and 6 U.S. territories. Paladin has transitioned from developing and delivering software for commercial businesses and governmental organizations, to leveraging 20 years of intellectual property for developing our own suite of cloud based solutions. Paladin is headquartered in Poulsbo, Washington and employs more than 50 dedicated professionals who are attracted to the client focused and family oriented culture Paladin offers its team members.

Paladin's success with the DoD is based on an understanding of DoD's unique needs, culture and challenges as it relates to full life-cycle for software development, deployment, integration and ongoing maintenance. Paladin's past work for the Navy demonstrates the ability to design, develop, deploy and maintain solutions.

Paladin designers are experienced in:
- Java
- Microsoft C#.Net, VB.Net, Java.Net, & ASP.Net
- Oracle Web-Based technologies like forms server, reports server,
- HTML, DHTML, XML (and the various XML derivatives) ASP and Java and JavaScript, SQL and PL/SQL
- Web development tools including FrontPage, Dreamweaver, PhotoShop, InDesign, Adobe Acrobat, FreeHand, Fireworks, HomeSite, ImageReady, Illustrator
- User presentation issues
- Complex architectural issues such as Redundant Array Clusters (RAC), High Availability, load balancing across multiple application and database servers, and security management

Paladin has received a number of awards throughout its history and was recently recognized as one of the Top 5 Department of Defense (DoD) Program Award recipients by the National Defense Industrial Association (NDIA) for its Advanced Skills Management (ASM) application and received the 2011 DON IM/IT Excellence Award.

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!® on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contains information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, ordering activities are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

The geographic scope of the contract is Domestic delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC and U.S. territories. Domestic delivery also includes a port or consolidation point within the aforementioned areas, for orders received from overseas activities.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION (GOVERNMENT PURCHASE CARDS):

Ordering Address:

Paladin Data Systems Corporation
Attn: Contracts Department
19362 Powder Hill Place NE
Poulsbo, Washington 98370
Phone: (360) 779-2400
Toll Free (800) 532-8448
Facsimile: (360) 779-2600
E-mail: contracts@paladindata.com

Payments Address:

> Paladin Data Systems Corporation
> 19362 Powder Hill Place NE
> Poulsbo, Washington 98370
> For Wire Transfers, Paladin will provide that information to each ordering activity.

Government credit cards are acceptable for payments equal to or less than the micro-purchase threshold for orders under this contract. Paladin and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card).

The following telephone numbers and people can be used by ordering activities to obtain ordering assistance:

> Phone: (360) 779-2400 Toll Free: (800) 532-8448
> Michelle Dvorak
> Business Operations Manager
> mdvorak@paladindata.com
> Genevieve Olivarez-Conklin
> Contracts Department
> goconklin@paladindata.com

3. LIABILITY FOR INJURY OR DAMAGE:

Paladin will not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by Paladin, unless such injury or damage is due to the fault or negligence of Paladin.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

> Block 9: G. Order/Modification Under Federal Schedule
> Block 16: Data Universal Numbering System (DUNS) Number: 884744871
> Block 30: Type of Contractor – B, Small Business (other)
> Block 31: Woman-Owned Small Business – No
> Block 37: Contractor's Taxpayer Identification Number (TIN):   91-1670217

4a.   CAGE Code: 05TU4

4b.   Paladin is registered with the Central Contractor Registration Database.

5. FOB POINTS:

Not applicable

6. DELIVERY SCHEDULE:

> a.   TIME OF DELIVERY: Paladin will deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-32	30 Days
132-40	As Negotiated with Customer
132-51	As Negotiated with Customer

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, activities are encouraged, if time permits, to contact Paladin for the purpose of obtaining accelerated delivery. Paladin will reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by Paladin in writing.) If Paladin offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS:

Prices shown are NET Prices; Basic Discounts have been deducted.

a. Prompt Payment: None
b. Quantity: None
c. Dollar Volume: None
d. Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers.
e. Other: None

8. POINTS OF PRODUCTION AND TRADE AGREEMENTS ACT OF 1979, AS AMENDED:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. FOREIGN ITEMS

No Foreign made items

10. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

Not applicable

11. MINIMUM ORDER:

The minimum dollar value of orders to be issued is $100.
For Special Item No. 132-40, Cloud Computing Services, requires a minimum subscription amount of $400.00 per month for 12 months or $4,800 per year.

I-FSS-106 GUARANTEED MINIMUM (JUL 2003)

The minimum that the Government agrees to order during the period of this contract is $2,500. If the Contractor receives total orders for less than $2,500 during the term of the contract, the Government will pay the difference between the amount ordered and $2,500.

12. MAXIMUM ORDER:

Maximum order is $500,000 per order for the below SINs:
   a. Special Item No. 132-32 - Term Software License – Information Technology Software
   b. Special Item No. 132-40 – Cloud Computing Services
   c. Special Item Number 132-51 - Information Technology (IT) Professional Services

13. THE MAXIMUM DOLLAR VALUE PER ORDER FOR ALL IT PROFESSIONAL SERVICES IS $500,000. FOR ORDERS EXCEEDING THE MAXIMUM ORDER THRESHOLD, REFER TO FAR 8.405-2(3).

14. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

   a.   FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

   b.   FAR 8.405-2 Ordering procedures for services requiring a statement of work.

15. FEDERAL INFORMATION TECHNOLOGY/ TELECOMMUNICATION STANDARDS REQUIREMENTS:

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, will be responded to promptly by Paladin.

15.1   FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NIST), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NIST Subscription Officer, both at the above address, or telephone number (703) 487-4650.

16. CONTRACTOR TASKS/ SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003):

(a)   Security Clearances: If Paladin is required to obtain/possess varying levels of security clearances, Paladin will obtain/possess required varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances are factored into the price offered under this Multiple Award Schedule.

(b)   Travel: If Paladin is required to travel in performance of orders issued under this contract, allowable travel and per diem charges will be governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c)   Certifications, Licenses and Accreditations: As a commercial practice, Paladin will obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered.   All costs associated with obtaining/ possessing such certifications, licenses and accreditations are factored into the price offered under this Multiple Award Schedule.

(d)   Insurance: As a commercial practice, Paladin will obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance are factored into the price offered under this Multiple Award Schedule.

(e)   Personnel: Paladin will provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f)   Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, Paladin's participation in such order may be restricted in accordance with FAR Part 9.5.

(g)   Documentation/Standards: Paladin will provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h)   Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i)   Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j)   Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Office.

(k)   Overtime: For professional services, the labor rates in the Schedule will not vary by virtue of Paladin having worked overtime.

17. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

18. GSA ADVANTAGE!

GSA *Advantage*! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA *Advantage*! will allow the user to perform various searches across all contracts including, but not limited to:

(1)   Manufacturer;
(2)   Manufacturer's Part Number; and
(3)   Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: Internet Explorer). The Internet address is http://www.gsaadvantage.gov.

19. PURCHASE OF OPEN MARKET ITEMS:

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if**-

(1)   All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

(2)   The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

(3)   The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

(4)   All clauses applicable to items not on the Federal Supply Schedule are included in the order.

20. CONTRACTOR COMMITMENTS, WARRANTIES, AND REPRESENTATIONS:

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

(1)   Time of delivery/installation quotations for individual orders;

(2)   Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3)   Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

21. OVERSEAS ACTIVITIES:

Not Applicable

22. BLANKET PURCHASE AGREEMENT (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

23. CONTRACTOR TEAM ARRANGEMENTS:

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

24. SPECIAL ATTRIBUTES, SUCH AS ENVIRNOMENTAL ATTRIBUTES:

Does not apply to 132-32, 132-40 or 132-51

25. SECTION 508 COMPLIANCE:

If applicable, Section 508 compliance information standards on the services in this contract are available in Electronic Information Technology (EIT) format at the following:

The EIT standard can be found at: www.Section508.gov/.

26. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES:

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

27. INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5):

a. Paladin will, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

b. Before commencing work under this contract, Paladin will notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

c. Paladin will insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. Paladin will maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

28. SOFTWARE INTEROPERABILITY:

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program.

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE
(Special Item Number 132-32)

1. INSPECTION/ACCEPTANCE

Paladin will tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. END USER LICENSE AGREEMENTS (EULA) / TERMS OF SERVICE (TOS) AGREEMENT REQUIREMENTS

Paladin will provide all Enterprise User License Agreements in an editable format.

3. GUARANTEE/WARRANTY

a.   Unless specified otherwise in this contract, Paladin's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

(1)   For a period of ninety (90) days from software activation, Paladin represents and warrants to ordering activity that the software will function in all material respects.

b.   Paladin warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c.   Limitation of Liability. Except as otherwise provided by an express or implied warranty, Paladin will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d.   Paladin's software may be temporarily unavailable from time to time due to required maintenance, telecommunications interruptions, or other disruptions. Paladin may also make improvements and/or changes in the software at any time without notice. Paladin will not be responsible for any damages that ordering activity may suffer arising out of use, or inability to use the software. Paladin will not be liable for unauthorized access to or alteration, theft or destruction of ordering activity's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method.

4. TECHNICAL SERVICES

Paladin, without additional charge to the ordering activity, shall provide a hot line technical support number 866-866-1214 for the purpose of providing user assistance and guidance in the use of the software. The technical support number is available from 5:00 AM to 5:00 PM Pacific Time. Additional information for support services can be found at http://www.paladindata.com, click appropriate product.

a. Support Services do not include, and Paladin shall not be responsible or liable with respect to, any problems or issues arising from (i) unauthorized or improper use of the software; (ii) modification, alteration or configuration of the software by ordering activity or a third party that has not been authorized in writing by Paladin, (iii) hardware, software, technology or intellectual property which has not been provided by Paladin pursuant to this contract, (iv) telecommunications facilities; (v) any breach of this schedule contract by ordering activity, or any act or omission of any End-User (users registered and identified by ordering activity to receive a password in order to access the software) which, if performed or omitted by ordering activity, would be a breach of this schedule contract, and/or (vi) any act or omission of ordering activity or any End-User that prevents, delays, disturbs or interferes with Paladin's performance of its obligations hereunder.

5. SOFTWARE MAINTENANCE

Software Maintenance as a Product is built into pricing and incudes: Technical Support from 5:00AM to 5:00PM PST, Application and Database maintenance (minor enhancements, tuning and monitoring, patches, hot fixes), new product releases with increased functionality. Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package.

6. PERIODS OF TERM LICENSES (SIN 132-32)

a. Paladin shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Term licenses may be discontinued by the ordering activity on thirty (30) calendar days' written notice to Paladin.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses, the period of the term licenses shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term license orders citing the new appropriation shall be required, if the term license is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify Paladin in writing thirty (30) calendar days prior to the expiration of an order, if the term license is to be terminated at that time. Orders for the continuation of term licenses will be required if the term license is to be continued during the subsequent period.

f. Paladin may terminate this schedule contract upon written notice to ordering activity if ordering activity violates the scope or any restriction on its license under this schedule contract or its obligations hereunder with respect to the confidential information of Paladin.

g. Upon termination for any reason, all licenses granted hereunder shall automatically terminate, and Paladin may immediately disable and discontinue ordering activity's access to and use of the software. Upon termination, ordering activity shall return to Paladin all documentation and all information and materials that it has acquired pertaining to the software and any other confidential information of Paladin.

7. UTILIZATION LIMITATIONS - (SIN 132-32)

a.   Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b.   When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1)   Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

    i. Paladin and its licensors shall retain sole and exclusive ownership of, and all right, title and interest in and to the software, documentation, modifications, all suggestions, ideas, improvements, feedback, evaluation materials, presentations, designs, technology, inventions, know-how, works of authorship, software, specifications, and other materials, information and any other intellectual property made, developed, conceived or reduced to practice by Paladin (whether alone, or jointly with ordering activity) in the performance of this schedule contract (collectively, "Results"). To the extent necessary to effect this intention, ordering activity hereby assigns to Paladin any and all right, title and interest in and to the software and Results, and shall execute all such further instruments and documents and to do all such other acts and things, as may be requested by Paladin from time to time to secure and preserve Paladin's rights hereunder.

(2)   Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. As long as it's within the limitations of the users licensed, the software may be used by any subdivision of the ordering activity (service bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect Paladin's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3)   Except as is provided in paragraph 7b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of Paladin. Third parties do not include prime contractors, subcontractors and agents of the ordering

activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4)   The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5)   "Commercial Computer Software" may be marked with Paladin's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

8.   LICENSE GRANT

a.   License. Subject to the terms and conditions of this schedule contract, Paladin hereby grants to ordering activity, a non-exclusive, non-transferable, limited license, during the term, to allow End-Users to access and use the software solely for purposes of the software. Ordering activity's use of the software is limited to the number of End-Users licensed hereunder. In addition, ordering activity may display on its website public portion(s) of the software, meaning portion(s) of the software available to ordering activity that do not require a password for use. Ordering activity agrees that all rights not expressly granted hereunder are reserved by Paladin and its third party licensors or vendors, as applicable.

b.   Restrictions. Ordering activity agrees that the software contains trade secrets and other confidential and/or proprietary information owned by Paladin or its third party vendors. Ordering activity shall not and shall not allow End-Users or other persons to (a) modify, make derivative works, alter any part of software, (b) copy the software, in part or in whole, (c) reverse engineer, decompile, disassemble or otherwise attempt to derive source code of the software or other proprietary information from the software, d) sell, transfer, lease, rent, loan, distribute or attempt to grant any rights to the software to any third party, (e) use the software to act as a service bureau or application service provider, or to permit access of any kind to the software to any third party, or (f) disclose the software or any documentation, to any third party, except as otherwise permitted herein. Paladin may electronically monitor ordering activity's use of the software for compliance with the license terms and restrictions set forth in this section

c.   Data. Ordering activity grants to Paladin a non-exclusive license to use ordering activity's data for the purposes of performing its obligations under this schedule contract.

d.   End User License Agreement. Ordering activity acknowledges and agrees that, prior to use of the software, each End-User must agree to an end user license agreement.

9.   DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

Equipment compatability is based on the individual software product purchased and details are provided with the purchase.

Annual Subscription Services-Paladin's annual subscription services include the essentials your organization needs. They ensure your team has appropriate access to your data and the expertise you need to be successful. Paladin's annual subscription services may include:

(1)   Product Management – A Product Manager is responsible for the overall delivery of the annual subscription services.

(2)   Service Desk – Acts as a Single Point of Contact (SPOC) for the ordering activity service requests. The Service Desk accepts requests using a variety of methods (phone call, email, etc.), captures the requests in Paladin's ticketing system, either satisfies the request or escalates as appropriate and tracks the request to resolution keeping you informed of the progress along the way. The Service Desk will also inform the user community of any upcoming changes.

(3)   New Product Releases – A significant benefit of using Paladin's products is that new features developed for one client become available to all clients. These features are grouped into product releases. Paladin provides ongoing application monitoring, care and maintenance to ensure system availability and optimized performance.

(4)   Database Administration – Databases are monitored and optimized to ensure availability and peak performance.

(5)   Hosting Services – Paladin allows ordering activities to capitalize on the economies of scale and operational efficiencies inherent in Paladin's hosting services. Paladin has the experience required to deliver a robust, secure and satisfying online experience.

10.   SCOPE

Services such as implementation, configuration, customization, data capture, and training are required for deployment of each annual subscription package. These time and materials services are not included on SIN 132-32 and are available through Paladin's professional services offering, SIN 132-51.

11.   CONFIDENTIAL INFORMATION

The Confidential Information disclosed by either party (the "Disclosing Party") to the other (the "Receiving Party") constitutes the confidential and proprietary information of the Disclosing Party, and the Receiving Party agrees to maintain the confidentiality of the other's Confidential Information. The Receiving Party will treat all Confidential Information of the other in the same manner as it treats its own similar confidential or proprietary information, but in no case will the degree of care be less than reasonable care. The Receiving Party shall use Confidential Information of the Disclosing Party only in performing under this Agreement and shall retain the Confidential Information in confidence and not disclose Confidential Information to any Third Party (except as authorized under this Agreement) without the Disclosing Party's express written consent. The Receiving Party shall disclose the Disclosing Party's Confidential Information only to those employees and contractors of the Receiving Party who have a need to know such

information for the purposes of this Agreement, and such employees and contractors must be bound by this Agreement or have entered into agreements with the Receiving Party containing confidentiality provisions covering the Confidential Information with terms and conditions at least as restrictive as those set forth herein. Ordering activity agrees to promptly report to PALADIN any unauthorized use or disclosure of Paladin's software or its Confidential Information.

12. RIGHT-TO-COPY PRICING

No Discounts

13. INVOICES

Paladin will invoice ordering activity annually upon receipt of order.

****NOTE: If offering related IT Professional Services over and above initial onboarding and training, reference SIN 132-51, per Guidance to Ordering Activities on Professional services below.*

****NOTE: This new SIN presents a clear way for Contractors to provide cloud computing services according to NIST definitions and principles within the scope of today's technology and standards with a secondary goal of accommodating ongoing technical advances in cloud computing.*

1. **SCOPE**

The prices, terms and conditions stated under Special Item Number (SIN) 132-40 Cloud Computing Services apply exclusively to Cloud Computing Services within the scope of this Information Technology Schedule.

This SIN provides ordering activities with access to technical services that run in cloud environments and meet the NIST Definition of Cloud Computing Essential Characteristics. Services relating to or impinging on cloud that do not meet all NIST essential characteristics should be listed in other SINs.

The scope of this SIN is limited to cloud capabilities provided entirely as a service. Hardware, software and other artifacts supporting the physical construction of a private or other cloud are out of scope for this SIN. Currently, an Ordering Activity can procure the hardware and software needed to build on premise cloud functionality, through combining different services on other IT Schedule 70 SINs (e.g. 132-51).

2. **END USER LICENSE AGREEMENTS (EULA) / TERMS OF SERVICE (TOS) AGREEMENT REQUIREMENTS**

Paladin will provide all End User Agreements for Ordering Activity's signature. The provided agreements will have been approved by GSA legal**.**

3. **RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

a. Acceptance Testing

Any required Acceptance Test Plans and Procedures shall be negotiated by the Ordering Activity at task order level. The Contractor shall perform acceptance testing of the systems for Ordering Activity approval in accordance with the approved test procedures.

b. Training

If training is provided commercially, the Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. Contractor is responsible for indicating if there are separate training charges. Any training services related to the offering are out of scope for this SIN. Ordering activities should consult the SIN 132-51 GSA professional services schedule.

c. Information Assurance/Security Requirements

The contractor shall meet information assurance/security requirements in accordance with the Ordering Activity requirements at the Task Order level.

d. Related Professional Services

The Contractor is responsible for working with the Ordering Activity to identify related professional services and any other services available on other SINs that may be associated with deploying a complete cloud solution. Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN.

e. Performance of Cloud Computing Services

The Contractor shall respond to Ordering Activity requirements at the Task Order level with proposed capabilities to Ordering Activity performance specifications or indicate that only standard specifications are offered. In all cases the Contractor shall clearly indicate standard service levels, performance and scale capabilities.

The Contractor shall provide appropriate cloud computing services on the date and to the extent and scope agreed to by the Contractor and the Ordering Activity.

f. Reporting

The Contractor shall respond to Ordering Activity requirements and specify general reporting capabilities available for the Ordering Activity to verify performance, cost and availability.

In accordance with commercial practices, the Contractor may furnish the Ordering Activity/user with a monthly summary Ordering Activity report.

4. RESPONSIBILITIES OF THE ORDERING ACTIVITY

The Ordering Activity is responsible for indicating the cloud computing services requirements unique to the Ordering Activity. Additional requirements should not contradict existing SIN or IT Schedule 70 Terms and Conditions. Ordering Activities should include (as applicable) Terms & Conditions to address Pricing, Security, Data Ownership, Geographic Restrictions, Privacy, SLAs, etc.

Cloud services typically operate under a shared responsibility model, with some responsibilities assigned to the Cloud Service Provider (CSP), some assigned to the Ordering Activity, and others shared between the two. The distribution of responsibilities will vary between providers and across service models. Ordering activities should engage with CSPs to fully understand and evaluate the shared responsibility model proposed. Federal Risk and Authorization Management Program (FedRAMP) documentation will be helpful regarding the security aspects of shared responsibilities, but operational aspects may require additional discussion with the provider.

a. Ordering Activity Information Assurance/Security Requirements Guidance
   i. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA) as applicable.

ii. The Ordering Activity shall assign a required impact level for confidentiality, integrity and availability (CIA) prior to issuing the initial statement of work.[1] The Contractor must be capable of meeting at least the minimum security requirements assigned against a low-impact information system in each CIA assessment area (per FIPS 200) and must detail the FISMA capabilities of the system in each of CIA assessment area.

iii. Agency level FISMA certification, accreditation, and evaluation activities are the responsibility of the Ordering Activity. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Cloud Computing Services.

iv. The Ordering Activity has final responsibility for assessing the FedRAMP status of the service, complying with and making a risk-based decision to grant an Authorization to Operate (ATO) for the cloud computing service, and continuous monitoring. A memorandum issued by the Office of Management and Budget (OMB) on Dec 8, 2011 outlines the responsibilities of Executive departments and agencies in the context of FedRAMP compliance. [2]

v. Ordering activities are responsible for determining any additional information assurance and security related requirements based on the nature of the application and relevant mandates.

b. Deployment Model

If a particular deployment model (Private, Public, Community, or Hybrid) is desired, Ordering Activities are responsible for identifying the desired model(s). Alternately, Ordering Activities could identify requirements and assess Contractor responses to determine the most appropriate deployment model(s).

c. Delivery Schedule

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers.*

d. Interoperability

Ordering Activities are responsible for identifying interoperability requirements. Ordering Activities should clearly delineate requirements for API implementation and standards conformance.

e. Performance of Cloud Computing Services

The Ordering Activity should clearly indicate any custom minimum service levels, performance and scale requirements as part of the initial requirement.

f. Reporting

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[1] **Per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, *"Standards for Security Categorization of Federal Information and Information Systems"*) (FIPS 200, *"Minimum Security Requirements for Federal Information and Information Systems"*)**
[2] MEMORANDUM FOR CHIEF INFORMATION OFFICERS: Security Authorization of Information Systems in Cloud Computing Environments. December 8, 2011.

The Ordering Activity should clearly indicate any cost, performance or availability reporting as part of the initial requirement.

g. Privacy

The Ordering Activity should specify the privacy characteristics of their service and engage with the Contractor to determine if the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could be requiring assurance that the service is capable of safeguarding Personally Identifiable Information (PII), in accordance with NIST SP 800-122[3] and OMB memos M-06-16[4] and M07-16[5.] An Ordering Activity will determine what data elements constitute PII according to OMB Policy, NIST Guidance and Ordering Activity policy.

h. Accessibility

The Ordering Activity should specify the accessibility characteristics of their service and engage with the Contractor to determine the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could require assurance that the service is capable of providing accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d).

i. Geographic Requirements

Ordering activities are responsible for specifying any geographic requirements and engaging with the Contractor to determine that the cloud services offered have the capabilities to meet geographic requirements for all anticipated task orders. Common geographic concerns could include whether service data, processes and related artifacts can be confined on request to the United States and its territories, or the continental United States (CONUS).

j. Data Ownership and Retrieval and Intellectual Property

Intellectual property rights are not typically transferred in a cloud model. In general, CSPs retain ownership of the Intellectual Property (IP) underlying their services and the customer retains ownership of its intellectual property. The CSP gives the customer a license to use the cloud services for the duration of the contract without transferring rights. The government retains ownership of the IP and data they bring to the customized use of the service as spelled out in the FAR and related materials.

General considerations of data ownership and retrieval are covered under the terms of Schedule 70 and the FAR and other laws, ordinances, and regulations (Federal, State, City, or otherwise). Because of considerations arising from cloud shared responsibility models, ordering activities should engage with the Contractor to develop more cloud-specific understandings of the boundaries between data owned by the government and that owned by the cloud service provider, and the specific terms of data retrieval.

In all cases, the Ordering Activity should enter into an agreement with a clear and enforceable understanding of the boundaries between government and cloud service provider data, and the form, format and mode of delivery for each kind of data belonging to the government.

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[3] **NIST SP 800-122, "Guide to Protecting the Confidentiality of Personally Identifiable Information (PII)"**

[4] **OMB memo M-06-16: Protection of Sensitive Agency Information**
http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2006/m06-16.pdf
[5] **OMB Memo M-07-16: Safeguarding Against and Responding to the Breach of Personally Identifiable Information**
http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf

The Ordering Activity should expect that the Contractor shall transfer data to the government at the government's request at any time, and in all cases when the service or order is terminated for any reason, by means, in formats and within a scope clearly understood at the initiation of the service. Example cases that might require clarification include status and mode of delivery for:

- Configuration information created by the government and affecting the government's use of the cloud provider's service.
- Virtual machine configurations created by the government but operating on the cloud provider's service.
- Profile, configuration and other metadata used to configure SaaS application services or PaaS platform services.

The key is to determine in advance the ownership of classes of data and the means by which Government owned data can be returned to the Government.

k. Service Location Distribution

The Ordering Activity should determine requirements for continuity of operations and performance and engage with the Contractor to ensure that cloud services have adequate service location distribution to meet anticipated requirements. Typical concerns include ensuring that:

- Physical locations underlying the cloud are numerous enough to provide continuity of operations and geographically separate enough to avoid an anticipated single point of failure within the scope of anticipated emergency events.
- Service endpoints for the cloud are able to meet anticipated performance requirements in terms of geographic proximity to service requestors.

Note that cloud providers may address concerns in the form of minimum distance between service locations, general regions where service locations are available, etc.

l. Related Professional Services

Ordering activities should engage with Contractors to discuss the availability of limited assistance with initial setup, training and access to the services that may be available through this SIN.

Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN. Ordering activities should consult the appropriate GSA professional services schedule.

5. ASMi SOFTWARE AS A SERVICE (SaaS) SIN 132-40
Cloud Computing Services

SaaS Product	Contractor Part Number	Description	Unit of Issue	Monthly Unit Cost	Annual Unit Cost	Min Purchase in Dollars
ASMi	ASMi-TR	ASMi is a strategic, cloud based workforce management tool that provides an organization the capacity to quickly plan, build and manage its personnel's knowledge, skills, training and abilities. ASMi is an Enterprise Qualification System (EQS) that emphasizes and enables the development and maintenance of a qualified workforce. It does not simply track an employee's skills; ASMi allows a business to develop and manage all aspects of employee training.	Per Training Record*	$4.00 Per Training Record* Per Month	$48.00 Per Training Record* Per Year	$400.00 Per Month for 12 Months or $4800 Per Year

*A **training record** is an electronic record for an employee and is managed via the ASMi system.

NOTES:
PALADIN DATA SYSTEMS CORPORATION REQUIRES A MINIMUM SUBSCRIPTION AMOUNT OF **$400.00** PER MONTH FOR **12** MONTHS OR **$4800** PER YEAR. BILLED MONTHLY IN ARREARS.

SUBSCRIPTION DISCOUNTS AVAILABLE:

Annual Recurring Revenue (ARR) Subscription	Discount**
ARR Less than $20k ($4800 min)	6%
ARR => than $20K and < $35k	13%
ARR => than $35K and < $50k	20%
ARR => than $50K and <$65k	28%
ARR => than $65K and <$80k	35%
ARR => 80k	42%

** DISCOUNTS ONLY APPLY TO ANNUAL RECURRING REVENUE SUBSCRIPTIONS.

ASMi is a strategic, cloud based workforce management solution that provides your organization with the capacity to quickly plan, build and manage your personnel's knowledge, skills, training and abilities. ASMi significantly reduces the efforts of managing personnel readiness, which also reduces risks and liabilities and helps your organization maintain business continuity.

ASMi:

- *Reduces risk and liability by tracking personnel credentials and training*
- *Automates significant business processes*
- *Alleviates administrative distractions by simplifying the management of information*
- *Maintains all training and skills-related information in a single location*
- *Measures personnel preparedness with accuracy*
- *Allows real-time monitoring*
- *Scales to meet the needs of any organization*
- *Focuses on personnel development*
- *Integrates easily into an organization's business processes*
- *Supports/encourages organizational visibility and accountability*

ASMi's configurable capabilities allow this workforce management solution to support many different businesses that need to manage personnel training, accreditations (e.g. qualifications, certifications, licenses, and waivers), job and career requirements, job scheduling and more. ASMi has a user friendly interface that allows our customers to become highly efficient with little to no training. If your organization needs to manage personnel proficiency and qualifications, then ASMi is the tool for you!

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES
(Special Item Number 132-51)

*****NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately**

1. **SCOPE**

   a.   The prices, terms and conditions stated under Special Item Number 132-51

   b.   Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.

   c.   Paladin will provide services at its facility and/or at the ordering activity location, as agreed to by Paladin and the ordering activity.

2. **PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)**

   a.   Performance incentives may be agreed upon between Paladin and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.

   b.   The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

   c.   Incentives should be designed to relate results achieved by Paladin to specified targets. To the maximum extent practicable, ordering activities will consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate Paladin. Incentives will be based on objectively measurable tasks.

3. **ORDER**

   a.   Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements will not extend beyond the end of the contract period; all services and delivery will be made and the contract terms and conditions will continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available will include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order will specify the availability of funds and the period for which funds are available.

   b.   All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4.   PERFORMANCE OF SERVICES

    a.   Paladin will commence performance of services on the date agreed to by Paladin and the ordering activity.

    b.   Paladin agrees to render services only during normal working hours, unless otherwise agreed to by Paladin and the ordering activity.

    c.   The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services will be completed in a good and workmanlike manner.

    d.   Any Paladin travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Paladin travel. Paladin will not use GSA city pair contracts.

5.   STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

    a.   The Contracting Officer may, at any time, by written order to Paladin, require Paladin to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to Paladin, and for any further period to which the parties may agree. The order will be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, Paladin will immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to Paladin, or within any extension of that period to which the parties will have agreed, the Contracting Officer will either-

        (1)   Cancel the stop-work order; or

        (2)   Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

    b.   If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, Paladin will resume work. The Contracting Officer will make an equitable adjustment in the delivery schedule or contract price, or both, and the contract will be modified, in writing, accordingly, if-

        (1)   The stop-work order results in an increase in the time required for, or in Paladin's cost properly allocable to, the performance of any part of this contract; and

        (2)   Paladin asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

c.   If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer will allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

d.   If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer will allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6.   INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS □COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I □□OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7.   RESPONSIBILITIES OF THE CONTRACTOR

Paladin will comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8.   RESPONSIBILITIES OF THE ORDERING ACTIVITIY

Subject to security regulations, the ordering activity will permit Paladin access to all facilities necessary to perform the requisite IT Professional Services.

9.   INDEPENDENT CONTRACTOR

All IT Services performed by Paladin under the terms of this contract will be as an independent Contractor, and not as an agent or employee of the ordering activity.

10.   ORGANIZATIONAL CONFLICTS OF INTEREST

a.   Definitions.
        "Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

        "Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

        An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on activities by the Contractor and its affiliates, may either (i) result in an unfair

competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

Paladin, upon completion of the work ordered, will submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

For Term Software, SIN 132-32, Paladin will invoice ordering activity annually upon on receipt of order.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay Paladin, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

a. The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

b.   The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by

(1) The offeror;

(2) Subcontractors; and/or

(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

SIN 132-51

IT Professional Services

Part Number	Labor Category	GSA Rate w/IFF Fee
P01-001	Technical Project Manager	$141.99
P02-001	Sr. Designer	$153.81
P03-001	Designer	$130.14
P04-001	Sr. Network Administrator	$118.32
P05-001	Network Administrator	$88.73
P06-001	IT Security Specialist	$119.96
P07-001	Database Administrator	$177.47
P08-001	Sr. Developer	$153.81
P09-001	Developer	$128.53
P10-001	Sr. Systems Analyst	$118.32
P11-001	Jr. Systems Analyst	$82.81
P12-001	Graphics Specialist	$118.32
P13-001	Technical Trainer	$177.47
P14-001	Sr. Program Manager	$195.90
P15-001	Sr. Architect	$177.47
P16-001	Jr. Developer	$111.92
P17-001	Quality Assurance Specialist	$140.41
P18-001	Jr. Quality Assurance Specialist	$90.11

Technical Project Manager

Minimum/General Experience:

Six (6) years' experience in the Information Technology Industry (or equivalent) with at least five (5) years' experience consisting of management and supervisory experience, including performance of the foregoing functions with respect to engineering program/projects; and at least two (2) years of the foregoing total experience must have been as a team leader investigating large and complex problems, making sound recommendations relevant to computing, quality control, analysis and systems testing.

Functional Responsibility:

Acts as overall technical manager and administrator for one or more delivery orders; serves as the primary interface and point of contact with customer program authorities and representatives on technical program/project issues; supervises program/project operations by developing management procedures, planning and directing execution of the technical effort, and monitoring and reporting progress; manages acquisition and employment of the program/project resources; manages and controls financial and administrative aspects of the program/project with respect to delivery order requirements. Must be capable of holding a valid government security clearance.

Education:

A Bachelor's degree in Computer Science, Math or Physics (or equivalent) is preferred and six (6) years of experience performing the foregoing project management functions. In lieu of a degree, an additional eight (8) years of experience may be substituted. Master's degree plus six (6) years, or PhD plus four (4) years.

Senior Designer

Minimum/General Experience:

Six (6) years of experience in the Information Technology industry with four (4) years direct experience in performing analysis, design, development, testing and implementation of proprietary products and using high technology and/or emerging technologies.

Functional Responsibility:

Performs high level analysis and design tasks associated with the overall design of systems using one or more technologies or emerging technology proprietary products. Performs conceptual application designs, develops functional hierarchy diagrams and processes models and data flow diagrams. Must be capable of holding a valid government security clearance.

Education:

A Bachelor's degree in Computer Science, Math or Physics (or equivalent). Completed three (3) proprietary product courses such a Designer, Design and build Database Objects, Develop Data Models and Design Data Bases, Microsoft Windows NT Server, Introduction to Proprietary Products (such as Oracle SQL, PowerBuilder, Windows NT Workstation). In lieu of a degree, an additional eight (8) years of experience may be substituted. Master's degree plus six (6) years, or Ph.D. plus four (4) years.

Designer

Minimum/General Experience:

Four (4) years of experience in the Information Technology industry with two (2) years direct experience in performing analysis, design, development, testing and implementation of proprietary products and using high technology and/or emerging technologies.

Functional Responsibility:

Performs high level analysis and design tasks associated with the overall design of systems using one or more technologies or emerging technology proprietary products. Performs conceptual application designs, develops functional hierarchy diagrams and processes models and data flow diagrams. Must be capable of holding a valid government security clearance.

Education:

A Bachelor's degree in Computer Science, Math or Physics (or equivalent) is preferred. Candidates must have completed three (3) proprietary product courses such a Designer/2000 Design and build Database Objects, Develop Data Models and Design Data Bases, Microsoft Windows NT Server, Introduction to Proprietary Products (such as Oracle SQL, PowerBuilder, Windows NT Workstation). In lieu of a degree, an additional six (6) years of experience may be substituted. Master's degree plus four (4) years, or Ph.D. plus two (2) years

Network Administrator

Minimum/General Experience:

Four (4) years' experience as a LAN/WAN administrator with a Bachelor's Degree or six (6) years' experience with a high school diploma.

Functional Responsibility:

Administers, evaluates, installs, maintains and provides overall support for LANs and WANs. Designs, tests and implements interface programs, develops security procedures and regulates usage. Performs planning, cost analysis and all aspects of large-scale projects. Designs, tests and implements large scale LAN and WAN networks applications and troubleshoots problem areas. Coordinates network policy, procedures and standards. Assists training of users. Must be capable of holding a valid government security clearance.

Education:

A Bachelor's degree in Computer Science, Information Systems, Mathematics, Operations Research, Statistics, Engineering or a related field is preferred and four (4) years of experience performing the foregoing functions, OR a high school diploma and six (6) years of experience performing the foregoing functions.

Senior Network Administrator

Minimum/General Experience:

Six (6) years' experience as a LAN/WAN Administrator with a Bachelor's Degree or ten (10) years' experience with a high school diploma.

Functional Responsibility:

Administers, evaluates, installs, maintains and provides overall support for LANs and WANs. Designs, tests and implements interface programs, develops security procedures and regulates usage. Performs planning, cost analysis and all aspects of large-scale projects. Designs, tests and implements large scale LAN and WAN networks applications and troubleshoots problem areas. Coordinates network policy, procedures and standards. Assists training of users. Must be capable of holding a valid government security clearance.

Education:

A Bachelor's degree in Computer Science, Information Systems, Mathematics, Operations Research, Statistics, Engineering or a related field is preferred OR a high school diploma and ten (10) years' experience performing the foregoing functions.

IT Security Specialist

Minimum/General Experience:

At least four (4) years' experience in the area of IT security or six (6) years of experience with a high school diploma.

Functional Responsibility:

Directs all IT security procedures and issues. Conducts risk assessments, firewall determinations and security procedures. Conducts planning, cost analysis and implementation of all aspects of IT security. Performs resident expert functions in all Information Security and Computer Security areas. Manages the design, development and support of all IT security policy, procedures and systems. Must be capable of holding a valid government security clearance.

Education:

A Bachelor's degree in Computer Science, Information Systems, Mathematics, Operations Research, Statistics, Engineering or a related field is preferred. OR a high school diploma and six (6) years' experience performing the foregoing functions.

Database Administrator

Minimum/General Experience:

Six (6) years' experience in the Information Technology Industry in all phases of systems analysis, design and development including three (3) years direct experience as a database administrator.

Functional Responsibility:

Responsible for defining database architecture and processes. Identifies the basic database architecture including critical tables, index and views. Designs and manages data integrity and constraints. Manages the database granting privileges, designing backup and recovery procedures and monitoring performance. Tunes and optimizes databases using proprietary product database tools. Maintains distributed relational databases, client/server relational databases residing on a central system. Must be capable of holding a valid government security clearance.

Education:

Bachelor's Degree in Computer Science or related field is preferred; or a High School Diploma with eight (8) years' experience and completion of three (3) proprietary courses such as Develop Data Models and Design Databases and Database Administration.

Senior Developer

Minimum/General Experience:

Six (6) years' experience in the supervision/management of broad engineering and information system projects, technical personnel, developing program procedures and reviews for complex systems. Computer Skills: Proficiency in any or all of the following: C/C++, Lotus Notes, Oracle, Oracle Web Products, Oracle Development Suite, Visual Basic, C#, .NET, JAVA, SQL and PL/SQL.

Knowledge of standard operating procedures and industry specifications.

Functional Responsibility:

Primary function of this position is to provide supervisory and technical direction for personnel performing tasks and act as a liaison for the client.

Duties include but are not limited to:
- Overall management of task, software development, installation, training, transition, maintenance, security and acceptance
- Designing, developing, engineering and implementing solutions
- Gathering and organizing technical information for trade analysis, requirements and workload planning

Must be capable of holding a valid government security clearance.

Education:

Bachelor's degree in Computer Science, Information Systems, Engineering or other related scientific or technical discipline is preferred. In lieu of a degree, an additional eight (8) years of experience set forth may be substituted. Master's degree plus six (6) years, or Ph.D. plus four (4) years.

Developer

Minimum/General Experience:

Four (4) years' experience assisting in the supervision/management of software projects, engineering/technical personnel, developing program procedures and reviews for complex systems. Computer Skills: efficient in any or all of the following: C/C++, Lotus Notes, Oracle, Oracle Web Products, Oracle Development Suite, Visual Basic, , C#, .NET, JAVA, SQL and PL/SQL.

Functional Responsibilities:

Primary function of this position is to apply knowledge of software engineering methods and metrics to solve computer software issues.

Duties include by are not limited to:

- Assisting with the design, developing, deployment and support of large, complex software intensive systems
- Assisting with maintaining and coordinating monthly project reporting
- Assisting with supervising engineers, programmers and technicians in support of the program

Must be capable of holding a valid government security clearance.

Education:

Bachelor's degree in Computer Science, Information Systems, Engineering or other related scientific or technical discipline is preferred. In lieu of a degree, an additional six (6) years of experience set forth may be substituted. Master's degree plus four (4) years or Ph.D. plus two (2) years.

Senior Systems Analyst

Minimum/General Experience:

Six (6) years' experience in System Analysis with a Bachelor's Degree or eight (8) years' experience with a high school diploma.

Functional Responsibility:

Applies logical analyses or test and evaluation on all programs with the contractual scope. Performs comprehensive analyses of hardware/software concepts, designs and test requirements. Reviews, analyzes, integrates and conducts test and evaluation of contract or Government generated source data and develops interim documentation. Performs system concept formulation, system design analysis and subsystems design analysis. Responsible for developing project plans, guidelines and controls. Must be capable of holding a valid government security clearance.

Education:

A Bachelor's degree in Computer Science, Information Systems, Mathematics, Operations Research, Statistics, Engineering or a related field is preferred and six (6) years' experience performing the foregoing functions OR a high school diploma and eight (8) years' experience performing the foregoing functions.

Junior Systems Analyst

Minimum /General Experience:

Four (4) years' experience in systems analysis.

Functional Responsibility:

Applies logical analyses or test and evaluation on all programs with the contractual scope. Performs comprehensive analyses of hardware/software concepts, designs and test requirements. Reviews, analyzes, integrates and conducts test and evaluation of contractor or Government generated source data and develops interim documentation. Performs system concept formulation, system design analysis and subsystems design analysis. Must be capable of holding a valid government security clearance.

Education:

A Bachelor's degree in Computer Science, Information Systems, Mathematics, Operations Research, Statistics, Engineering or a related field is preferred plus two (2) years of experience performing the foregoing functions OR a high school diploma and six (6) years' experience performing the foregoing functions.

Graphics Specialist

Minimum/General Experience:

Four (4) years' experience in graphic design for print or electronic media.

Functional Responsibility:

Prepares formal technical drawing, graphics, and illustrations in support of ADP Development, operations and support functions. Examples include: Internet web development, AIS presentation view graphs and slides, training aids and training media, flow charts and other related material. Must be capable of holding a valid government security clearance.

Education:

A Bachelor's degree in Computer Science, Information Systems, Mathematics, Operations Research, Statistics, Engineering or a related field is preferred OR a high school diploma and six (6) years' experience in computer generated graphics, presentation preparation, formal drawings, and/or graphic oriented ADP support.

Technical Trainer

Minimum/General Experience:

Six (6) years' experience in instructing technical training. Trainers play an important role in the education and certification process. Trainers are qualified instructionally and certified technically to deliver instructor-led courses to professionals.

Functional Responsibility:

Duties include but not limited to:

- Classroom computer configuration
- Coordinate administrative setup with customer purchasing training to ensure courseware, notebooks, pens, pencils, registration sheet, evaluation forms, name cards, overhead projector or viewing mechanism etc. are available.
- Arrive on site a minimum of one hour prior to training commencing.
- At conclusion of the day s training, ensure setup is completed for the next day s class.
- Have applicable instructional materials.
- Be professional and courteous at all times.
- Create a comfortable, pleasant environment for the student.

Must be capable of holding a valid government security clearance.

Education:

A Bachelor's degree in Computer Science, Information Systems, Mathematics, Operations Research, Statistics, Engineering or a related field from an accredited college or university. Completion of a 'Train the Trainer' or similar course and a Microsoft Certified Trainer (MCT) designation is required for Microsoft Technical Training

Senior Program Manager

Minimum/General Experience:

Must have fifteen (15) years' experience, including at least ten (10) years of IT and/or telecommunications or environmental system management experience. Must have managed projects that involve teams composed of data processing and other information management professionals who have been involved in analysis, design, integration, testing, documenting, converting, extending, and implementing automated information and/or telecommunications systems. Must demonstrate familiarity with DOD/Federal contracting, program management and/or AS9100 aerospace standards.

At least eight (8) years of the foregoing total experience must have consisted of management and supervisory experience including performance of the foregoing functions with respect to engineering program/projects; and at least 5 years of the foregoing total experience must have been as a team leader investigating large and complex problems, and making sound recommendation relevant to computing, quality control, analysis and testing systems.

Functional Responsibility:

Contributes to overall strategic vision and integrates a broad range of solutions in support of client requirements for projects. Formulates and defines system scope and objectives, develops or provides inputs to processes to solve complex problems for computer systems and business and electronic interfaces to achieve desired results through the use of innovative technologies.

Acts as overall technical manager and administrator for one or more delivery orders; serves as the primary interface and point of contact with the Government program authorities and representatives on technical program/project issues; supervises program/project operations by developing management procedures, planning and directing execution of the technical effort, and monitoring and reporting progress; manages acquisition of the program/project resources; manages and controls financial and administrative aspects of the program/project with respect to delivery order requirements. Must be capable of holding a valid government security clearance.

Education:

A Bachelor's degree in Business, Computer Science, Math or Physics and fifteen (15) years of experience performing the foregoing management functions is preferred. In lieu of a degree, an additional eight (8) years of experience may be substituted. Master's degree plus eight (8) years, or Ph.D. plus six (6) years.

Senior Architect

Minimum/General Experience:

Must have fifteen (15) years of IT experience, including at least ten (10) years of IT and/or telecommunications system management experience. Contributes to overall strategic vision and integrates a broad range of solutions in support of client requirements for projects. Formulates and defines system scope and objectives, develops or modifies processes to solve complex problems for computer systems and business and electronic interfaces to achieve desired results through the use of innovative technologies. Develops and applies advanced engineering and design methods, theories, and research techniques in the investigation and solution of complex and advanced system requirements, hardware/software interfaces and applications, and solutions. Responsible for design, development, engineering, integration, and architecture. Manages, plans, and conducts major phases of significant projects.

Disciplines include but are not limited to systems and network architecture design and analysis, systems design engineering and integration, network engineering, Enterprise Resource Management (ERM) and Enterprise Resource Planning (ERP) integration, systems development, mission engineering, technology planning, applications development and programming, certification and authentication, data conversion, data warehousing, database design and administration, enterprise architecture integration, information assurance, biometrics, identity protection and access management, IV&V, continuity operational planning and disaster recovery, PKI development, quality assurance system performance, test and validation.

At least 8 years of the foregoing total experience must have consisted of management and supervisory experience including performance of the foregoing functions with respect to engineering program/projects; and at least 5 years of the foregoing total experience must have been as a team leader investigating large and complex problems, and making sound recommendation relevant to computing, quality control, analysis and systems testing.

Functional Responsibility:

Acts as overall technical manager and administrator for one or more delivery orders; serves as the primary interface and point of contact with the Government program authorities and representatives on technical program/project issues; supervises program/project operations by developing management procedures, planning and directing execution of the technical effort, and monitoring and reporting progress; manages acquisition and employment of the program/project resources; manages and controls financial and administrative aspects of the program/project with respect to delivery order requirements. Must be capable of holding a valid government security clearance.

Education:

A Bachelor's degree in Business, Computer Science, Math or Physics and fifteen (15) years of experience performing the foregoing management/technical functions is preferred. In lieu of a degree, an additional eight (8) years of experience may be substituted. Master's degree plus eight (8) years, or Ph.D. plus six (6) years.

Junior Developer

Minimum/General Experience:
Zero (0) to (4) years of experience assisting in the development of software projects.
Computer Skills: knowledge in any or all of the following: C/C++, Oracle, Web Development, C#, .NET, JAVA, SQL.

Functional Responsibilities:
Primary function of this position is to apply knowledge of software engineering methods and metrics to solve computer software issues.

Duties include but are not limited to:
- Assisting with the design, development, deployment and support of small and/or medium, software projects.

Must be capable of holding a valid government security clearance.

Education:
Associate's or Bachelor's degree in Computer Science, Information Systems, Engineering or other related scientific or technical discipline is preferred. In lieu of a degree, six (6) years of experience may be substituted.

Quality Assurance Specialist

Minimum/General Experience:
Four (4) years of experience in Quality Assurance, as well as two years of experience with automated testing tools and techniques.

Functional Responsibility:
A Quality Assurance Specialist is responsible for supporting all of the testing and quality assurance needs for a project.

Duties include but are not limited to:
- Creating and executing test cases, regression, integration and functional test plans
- Creating and maintaining use cases and/or requirements documents
- Authoring and recording defects and providing root cause analysis
- Maintaining and configuring test tools

Must be capable of holding a valid government security clearance.

Education:
Associate's or Bachelor's degree in Computer Science, Information Systems, Mathematics, Operations Research, Statistics, Engineering or a related field is preferred. In lieu of a degree, six (6) years of experience may be substituted.

Junior Quality Assurance Specialist

Minimum/General Experience:
Zero (0) to Four (4) years of experience in Quality Assurance. Must have an understanding of automated testing tools and techniques.

Functional Responsibility:
A Junior Quality Assurance Specialist is responsible for supporting all of the testing and quality assurance needs for a project.

Duties include but are not limited to:
- Assisting with Creating and executing test cases, regression, integration and functional test plans
- Assisting with Creating and maintaining use cases and/or requirements documents
- Assisting with Authoring and recording defects and providing root cause analysis
- Maintaining and configuring test tools

Must be capable of holding a valid government security clearance.

Education:
Associate's or Bachelor's degree in Computer Science, Information Systems, Mathematics, Engineering or a related field is preferred. In lieu of a degree, two (2) years of additional experience may be substituted.

Paladin Data Systems provides services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. For further information, contact:

     Genevieve Olivarez-Conklin, Contracts Department
     Phone: (360) 779-2400
     contracts@paladindata.com
     Fax: (360) 779-2600

Paladin Data Systems Corporation

In the spirit of the Federal Acquisition Streamlining Act__(Agency)____and Paladin Data Systems Corporation enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) ___GS35F0386K_____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures

Ordering Activity Date	Contractor Date

(CUSTOMER NAME)

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)__GS35F0386K____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER   ***SPECIAL BPA DISCOUNT/PRICE**

(2) Delivery:

DESTINATION   **DELIVERY SCHEDULE/DATES**

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE   **POINT OF CONTACT**

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

   (a) Name of Contractor;

   (b) Contract Number;

   (c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to an ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.

- Federal Supply Schedule Contractors may individually meet the customers needs, or -

- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.

- Customers make a best value selection.